

## **REMARKS**

The specification has been amended to correct clerical errors. No new matter is being introduced.

Claims 1 and 3-19 remain in the case with claims 1, 13 and 18 in independent form. Claims 2 and 5 are cancelled without prejudice. Favorable reconsideration of the above-identified application in view of the foregoing amendments and following remarks is respectfully requested.

### **Claim Objections:**

Claims 1 and 13 are objected to because of the informality that "the vehicle operator" should actual read "a vehicle operator."

Claims 1 and 13 are amended to conform with the informalities.

### **Claim Rejections - 35 USC § 102:**

Claims 1-8, 10, 13-16 and 19 are rejected under 35 USC § 102(b) as being anticipated by Struble et al U.S. Patent No. 6,189,929.

#### **Claims 1-8 and 10**

Claim 1 is amended to include the limitations of claims 2 and 5 along with the additional limitation of the locking device (32) having a released position that separates the anvil from the steering column member. Accordingly, claims 2 and 5 are herein cancelled without prejudice, thus the rejections in regards to claims 2 and 5 are moot.

The alleged anvil (70) of Struble '929 is not separable from the steering column member, and as found in the amended claim 1 of the present invention.

Consequently, amended base claim 1 and dependent claims 3-4, 6-8, and 10 of the present invention are not anticipated by Struble '929 under 35 U.S.C. 102(b).

Claims 13-16 and 19

With regard to claim 13, the alleged anvil (70) of Struble '929 is never locked to the alleged first portion (62). In fact, the alleged second portion (58) is not capable of movement about the alleged anvil (53) unless anvil (70) moves the first portion (62).

Regardless, Claim 13 is amended to include "so that said first portion is not drawn over said first anvil as the second portion is drawn over said second anvil." Applicant contends that this further defines what is meant by the term "locked" and even though such meaning can be found in the specification.

Consequently, amended base claim 13 and dependent claims 14-16, and 19 of the present invention are not anticipated by Struble '929 under 35 U.S.C. 102(b).

Claims 1, 2, 5 and 12

Claims 1, 2, 5 and 12 are rejected under 35 USC § 102(b) as being anticipated by Duval et al U.S. Patent Application Publication 2002/0020999.

Claim 1 is amended to include the limitations of claims 2 and 5 along with the additional limitation of the locking device (32) having a released position that separates the anvil from the steering column member. Accordingly, claims 2 and 5 are herein cancelled without prejudice, thus the rejections in regards to claims 2 and 5 are moot.

Similar to the argument used to overcome the Struble '929 reference, the alleged anvil (34) of Duval '999 is not separable from the steering column member, and as found in the amended claim 1 of the present invention.

Consequently, amended base claim 1 and dependent claim 12 of the present invention are not anticipated by Duval '999 under 35 U.S.C. 102(b).

**Claim Rejections - 35 USC § 103:**

Claim 9 is rejected under 35 U.S.C. §103(a) as being unpatentable over Struble et al. U.S. Patent 6,189,929 in view of Duval et al. U.S. Patent Application Publication 2002/0020999. The applicant respectfully traverses the rejection.

Neither of the references teach of a releasing device what so ever. In fact, the adjustable anvil (70) of Struble '929 and the movable retaining rod (32) of Duval '999 must at all times be connected or capable of influencing their respective members (50) and (25). That is, if the anvil (70) of Struble '929 or the rod (32) of Duval '999 were to release from their respective members (50) and (25) the respective inventions would fail and thus not meet their intended purpose of absorbing energy.

Consequently, claim 9 of the present application is non-obvious and patentable over Struble '929 in view of Duval '999.

**Summary:**

Please reconsider claims 1, 3-4 and 6-19 in view of the above amendments and remarks.

If any additional fees are necessary to respond to the outstanding Office Action, you are hereby authorized to charge such fees to Deposit Account No. 08-2789 in the name of Howard & Howard.

**Respectfully submitted,**

**HOWARD & HOWARD ATTORNEYS**

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Date

/David A. Burns/

**David A. Burns, Registration No. 46,238**

Howard and Howard Attorneys, P.C.

The Pinchurst Office Center, Suite 101

39400 Woodward Ave.

Bloomfield Hills, MI 48304-5151

(248) 723-0487